

# REPORT / RECOMMENDATION



**To:** Mayor and City Council

**Agenda Item #:** IV. P.

**From:** David Nelson, Chief of Police

**Action** ☒

**Discussion** ☐

**Date:** February 17, 2015

**Information** ☐

**Subject:** Resolution No. 2015-25 Authorizing MOU Accepting Funding From Department of Justice Funding For Financial Task Force

## **Action Requested:**

Adopt Resolution No. 2015-25 authorizing the acceptance of the Memorandum of Understanding designating \$42,250.00 from the United States Attorney's Office (USAO) to fund the Edina Police Department's participation in the Minnesota Financial Crimes Task Force and its role in federal case #2013R00386.

## **Information / Background:**

### **INFORMATION/BACKGROUND:**

The Edina Police Department has been involved in several major Federal financial crime investigations while participating in the Financial Crimes Task Force. Although the funding for this position ended on June 30<sup>th</sup>, 2014, the role Officer Joel Moore plays in the prosecution of these cases is instrumental. The State of Minnesota fully funded Officer Moore's salary and benefits for January and February of 2015. The USAO has agreed to fund the next four months (March 1<sup>st</sup>, 2015 - June 30<sup>th</sup>, 2015) covering salary and benefits. The USAO will make one lump sum payment to the City of Edina for \$45,250.00 to cover these costs. This will work in conjunction with the State of Minnesota's funding so the City of Edina will be fully reimbursed.

The City Attorney has reviewed and approved the agreement.

## **ATTACHMENTS:**

Resolution 2015-25

Memorandum of Understanding

**RESOLUTION NO. 2015-25**  
**AUTHORIZING ACCEPTANCE**  
**OF FEDERAL FUNDS FROM**  
**UNITED STATES ATTORNEY'S OFFICE**

WHEREAS, the Edina Police Department is a member of the Minnesota Financial Crimes Task Force; and

WHEREAS, the United States Attorney's Office (USAO) has offered, through a Memorandum of Understanding, the City of Edina \$42,250.00 to fund Officer Joel Moore from March 1<sup>st</sup> 2015 – June 30<sup>th</sup> 2015 as reimbursement for his work with the Minnesota Crimes Task Force.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Edina has authorized the City of Edina to receive funds from the USAO for their participation with the Minnesota Crimes Task Force.

BE IT FURTHER RESOLVED that the City Manager and Mayor are authorized to execute any necessary agreements relating to the acceptance of these funds from the USAO.

Adopted this 17th day of February 2015.

Attest: \_\_\_\_\_

Debra A. Mangen, City Clerk

\_\_\_\_\_

James B. Hovland, Mayor

STATE OF MINNESOTA)

COUNTY OF HENNEPIN) SS

CITY OF EDINA )

**CERTIFICATE OF CITY CLERK**

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of February 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

City Clerk

## MEMORANDUM OF UNDERSTANDING

Regarding the temporary reimbursable detail assignment of

**Joel Moore,**

Police Officer, City of Edina, Minnesota  
and  
Minnesota Financial Crimes Task Force Member  
to the  
United States Attorney's Office  
District of Minnesota

This Memorandum sets forth the agreement between the City of Edina, Minnesota, ("City") and the United States Attorney's Office for the District of Minnesota ("USAO") regarding a temporary reimbursable detail assignment to be served by Joel Moore ("Moore"), a police officer employed by the City and a member of the Minnesota Financial Crimes Task Force, from March 1, 2015 through June 30, 2015. During this detail assignment, the following terms and conditions apply:

1. **Purpose.** The purpose of this detail assignment is to address the need for investigation of a pending federal criminal case being handled by the USAO, United States v. Gaye, et al., 14-CR-344 (JRT/FLN), USAO#2013R00386. Moore is the lead agent in the case and will be assigned to work exclusively on the case during the duration of this reimbursable detail.
2. **Location.** The detail work shall be performed by Moore in the USAO in Minneapolis.
3. **Duration.** The duration of the detail shall be from March 1, 2015 through June 30, 2015 for a total of 40 hours per work week. No overtime compensation shall be paid by the USAO.
4. **Continued Employment.** Moore shall continue to be employed and supervised by the City and in all respects shall remain an employee of the City during this reimbursable detail.
5. **Reimbursement.** On or before March 1, 2015, the USAO shall make one lump-sum payment to the City in the amount of \$45,250 to reimburse the City for the detail assignment of Moore. No other payments shall be made for this detail. The City will continue to pay the salary and benefits of Moore during this detail assignment. In the case that Moore is unable to perform the work for the duration of the detail, the City shall return the remaining pro rata amount to the USAO.
6. **Time and Attendance.** Moore's salary and benefits will continue to be processed by the City. During the duration of the reimbursable detail, Moore shall report to the USAO in Minneapolis.
7. **Travel.** No detail-related travel is anticipated and travel related expenses will not be paid by the USAO during the detail.
8. **Termination.** This agreement will terminate on June 30, 2015.

9. **Modification.** No deviations from this memorandum will be authorized without the express written approval of the parties.

10. **Attachment.** Attached to this Memorandum of Understanding is the Multi-Agency Joint Powers Agreement between the City and the Minnesota Bureau of Criminal Apprehension relating to the Minnesota Financial Crimes Task Force. In working on this reimbursable detail Moore shall adhere to the Joint Powers Agreement and the Standards detailed therein.

11. **Approvals:**

CITY OF EDINA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Date

UNITED STATES ATTORNEY

DISTRICT OF MINNESOTA

\_\_\_\_\_  
Andrew M. Luger

\_\_\_\_\_  
Date